

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In re:

BKY No. 09-50779

Dennis E. Hecker,

Chapter 7

Debtor.

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**NOTICE OF HEARING AND MOTION FOR AN ORDER  
AUTHORIZING SALE OF ASSETS FREE AND CLEAR OF LIENS**

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To: Parties specified in Local Rule 9013-3.

1. Randall L. Seaver, the duly-appointed Chapter 7 Trustee in the above-referenced bankruptcy case ("**Trustee**"), moves the Court for the relief requested below and gives notice of hearing.

2. The Court will hold a hearing on this motion at 10:00 a.m. on June 15, 2011 Courtroom No. 8 West, U.S. Bankruptcy Court, 300 South Fourth Street, Minneapolis, MN 55415 or as soon thereafter as counsel can be heard.

3. Any response to this motion must be filed and delivered no later than June 10, 2011 which is five (5) days before the time set for the hearing (including Saturdays, Sundays, and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**

4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Rule 5005 of the Federal Rules of Bankruptcy Procedure, and Local Rules 1070-1 and 1073-1. This is a core proceeding. This case was commenced as a voluntary Chapter 7 proceeding on June 4, 2009. The case is now pending before this Court.

5. This Motion arises under 11 U.S.C. §363(b) and (f) and Bankruptcy Rule 6004.

6. The Trustee owns 5,000 shares of CarSoup of Minnesota, Inc. ("**CarSoup**") which he desires to sell to CarSoup for \$15,000.00, plus the potential for future compensation, pursuant to the Stock Purchase Agreement attached hereto Exhibit A.

7. The Trustee believes that the Stock Purchase Agreement is fair and reasonable and proposes the best opportunity to obtain value for the estate's interest in CarSoup.

8. The sale will be free and clear of any liens, claims or interests.

9. The Trustee does not believe that any party holds a perfected non-avoidable security interest in the CarSoup shares

10. Pursuant to Local Rule 9013-2(c), the Trustee gives notice that he may, if necessary, testify at the hearing regarding the proposed sale.

**WHEREFORE**, the Trustee moves the Court for an order authorizing the Trustee to enter into the Stock Purchase Agreement with the sale being free and clear of interests in such property pursuant to 11 U.S.C. §363(b) and (f) with such interests, if any, attaching to the proceeds of sale with the same priority, dignity and effect as such interests existed pre-petition and granting such other relief as the Court may deem just and equitable.

**LEONARD, O'BRIEN  
SPENCER, GALE & SAYRE, LTD.**

/e/ Matthew R. Burton

Dated: May 19, 2011

By \_\_\_\_\_  
Matthew R. Burton, #210018  
Attorneys for Randall L. Seaver, Trustee  
100 South Fifth Street, Suite 2500  
Minneapolis, Minnesota 55402  
(612) 332-1030

**VERIFICATION**

I, Randall L. Seaver, Trustee of the Bankruptcy Estate of Dennis E. Hecker, the moving party named in the foregoing Notice of Hearing and Motion for an Order Authorizing Sale of Assets Free and Clear of Liens, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

Dated: May 19, 2011

/e/ Randall L. Seaver

\_\_\_\_\_  
Randall L. Seaver, Trustee

438885

## **STOCK PURCHASE AGREEMENT**

**THIS STOCK PURCHASE AGREEMENT** ("Agreement") by and between Randall L. Seaver, Trustee of the Bankruptcy Estate of Dennis E. Hecker ("Seller") and CarSoup of Minnesota, Inc. ("Buyer") is effective as of the \_\_\_\_ day of May, 2011 (the "Effective Date").

### **RECITALS:**

**WHEREAS**, Seller owns five thousand (5,000) shares of the issued and outstanding shares of Buyer (the "Shares"); and

**WHEREAS**, Seller desires to sell and Buyer desires to purchase from Seller all of the Shares, upon the terms and subject to the conditions set forth in this Agreement.

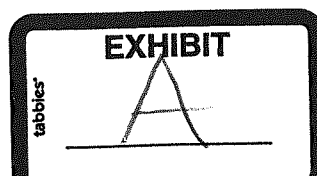
**NOW, THEREFORE**, in consideration of the above, and the terms and covenants set forth below, the parties stipulate and agree as follows:

### **ARTICLE I** **PURCHASE AND SALE OF SHARES**

1.1 **Sale of Shares**. Upon approval by the United States Bankruptcy Court for the District of Minnesota ("Bankruptcy Court") of the terms of this Agreement, Seller shall transfer, assign, and convey to Buyer, and Buyer shall purchase, all of the Shares, free and clear of all liens, encumbrances, purchase rights, claims, pledges, mortgages, security interests, or other limitations or restrictions whatsoever. To effectuate this sale, Seller shall execute and deliver to Buyer at Closing an Assignment Separate From Certificate in the form attached hereto as Exhibit A, along with either the original certificate or an Affidavit of Lost Certificate in the form attached hereto as Exhibit B.

1.2 **Purchase Price**. In consideration of the conveyance of the Shares, Seller shall pay to Buyer \$15,000.00, plus any future payments required under Section 1.3 of this Agreement (the "Purchase Price").

1.3 **"Look Back" Rights**. Since Buyer is a closely held corporation with few transactions in its stock, the current fair market value of the Shares is difficult to establish. Consequently, Buyer agrees that if prior to the one (1) year anniversary of the Closing it sells a material amount of its shares for a price that is greater than Three Dollars (\$3.00) per share other than in connection with an employee exercise of option rights, Buyer shall pay to Seller, as additional consideration for purchase of the Shares, the difference between the subsequent per share sale price and \$3.00 multiplied by 5,000 (the "Full Look Back Payment"). Buyer further agrees that if no Full Look Back Payment is made during the year after Closing but Buyer sells a material amount of its shares on or after the one (1) year anniversary but before the two (2) year anniversary of the Closing other than in connection with an employee exercise of option rights, Buyer shall pay to Seller, as additional consideration for the Shares, fifty percent (50%) of the difference between the subsequent per share sale price and \$3.00 multiplied by 5,000 (the "Partial Look Back Payment"). Notwithstanding anything the contrary set forth above, Buyer shall be required to make only one Full or Partial Look Back Payment even if more than one sale of stock occurs during the two year "look back" period. The right to further consideration created by this Section 1.3 automatically terminates on the two year anniversary of the Closing.



Nothing contained herein shall be construed to require Buyer to sell any of its stock prior to the two year anniversary of the Closing. This Section is intended solely to provide for the possibility of additional consideration if, in fact, such a sale occurs. Furthermore, nothing contained herein shall be construed to cause Seller to owe money to Buyer if Buyer sells shares during the two year "look back" period for less than \$3.00 per share.

## **ARTICLE II**

### **REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer as follows:

2.1 **Title to Shares.** Seller is the owner of the Shares, free and clear of all liens, encumbrances, purchase rights, claims, pledges, mortgages, security interests, or other limitations or restrictions. To the best of Seller's knowledge, the Shares represent all of the ownership interests Seller has in Buyer. Upon receipt of Bankruptcy Court approval and delivery to Buyer of the documents of conveyance described herein, Buyer will acquire lawful, valid and marketable title to the Shares free and clear of all liens, encumbrances, purchase rights, claims, pledges, mortgages, security interests, or other limitations or restrictions.

2.2 **Authority of the Seller.** Upon Bankruptcy Court approval, Seller will have full and unrestricted legal right, power and authority to enter into this Agreement, and to sell, assign, transfer, and deliver to Buyer valid, lawful and marketable title to the Shares.

2.3 **Negotiated Purchase Price.** Seller represents and warrants that the Purchase Price is an amount negotiated between and agreed upon by the parties hereto and acknowledges that such amount is not based on any valuation or representation made by Buyer or any third party.

## **ARTICLE III**

### **REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller as follows:

3.1 **Authority of Buyer.** Buyer has full and unrestricted legal right, power and authority to enter into this Agreement and to acquire the Shares from Seller.

3.2 **Negotiated Purchase Price.** Buyer represents and warrants that the Purchase Price is an amount negotiated between and agreed upon by the parties hereto and acknowledges that such amount is not based on any valuation or representation made by Company, Seller, or any third party.

## **ARTICLE IV**

### **CONTINGENCY AND CLOSING**

4.1 **Bankruptcy Court Approval.** The rights and duties of the parties hereto are contingent upon approval by the Bankruptcy Court of the terms of this Agreement. Upon execution of this Agreement, Seller shall promptly take such steps as are reasonably required in order to obtain an Order of the Bankruptcy Court enabling Seller to implement this Agreement. If Bankruptcy Court approval has not been obtained by September 1, 2011, either party can, by

provision of written notice to the other, terminate this Agreement. Delivery of written notice of termination shall cause the terms of this Agreement to be of no further forced and effect.

4.2 **Closing**. The closing of the purchase and sale of the Shares (the "Closing") shall occur within ten (10) business days of the date on which Seller delivers to Buyer's counsel a copy of an Order of the Bankruptcy Court approving sale of the Shares pursuant to the terms of this Agreement. At the Closing, Buyer shall deliver to Seller a check for Fifteen Thousand Dollars (\$15,000.00). Seller shall deliver to Buyer a (i) certificate representing the Shares, if such certificate can be found by Seller, along with (ii) an executed Assignment Separate From Certificate in the form attached hereto as Exhibit A, or (iii) an Affidavit of Lost Certificate in the form attached hereto as Exhibit B, along with an executed Assignment Separate From Certificate.

## **ARTICLE V MISCELLANEOUS**

5.1 **Survival of Warranties and Representations**. The warranties and representations made herein shall survive the Closing.

5.2 **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement.

5.3 **Further Assurances**. At the request of either party and without further consideration, the other party will promptly execute and deliver to the requesting party such documents, including assignments, as may be reasonably requested by the other party to sell, convey, assign, and transfer to Buyer all of the Shares.

5.4 **Governing Law**. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Minnesota.

5.5 **Counterparts and Faxed and E-Mailed Signatures**. This Agreement may be executed in counterparts, both of which shall be deemed an original, and each of which such counterparts together shall constitute one and the same instrument. A faxed or e-mailed signature shall be sufficient to bind a party hereto.

5.6 **Entire Agreement**. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, warranties, covenants, or undertakings, other than those expressly provided for herein. This Agreement supersedes all prior agreements and undertakings between the parties with respect to such subject matter. No waiver and no modification or amendment of any provision of this Agreement shall be effective unless specifically made in writing and duly signed by the party to be bound thereby.

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties hereto on the day and year first above written.

**SELLER: RANDALL L SEAVER , TRUSTEE      BUYER: CARSOUP OF MINNESOTA, INC.**

\_\_\_\_\_  
Randall L. Seaver, Trustee of the Bankruptcy  
Estate of Dennis E. Hecker

By \_\_\_\_\_  
Darrell Schmidt  
Its Chief Financial Officer

**EXHIBIT A**

**ASSIGNMENT SEPARATE FROM CERTIFICATE**

**FOR VALUE RECEIVED**, the receipt and sufficiency of which is hereby acknowledged, the undersigned Randall L. Seaver, Trustee of the Bankruptcy Estate of Dennis E. Hecker (hereinafter "Assignor") hereby sells, transfers, conveys, and assigns to CarSoup of Minnesota, Inc. ("Assignee") all of Assignor's right, title, and interest in and to all of the Shares and to other ownership rights held by him in CarSoup of Minnesota, Inc. (the "Shares"). Assignor represents and warrants to Assignee that: (i) this Assignment Separate From Certificate has been duly executed and delivered by Assignor, and is the valid and binding obligation of Assignor, enforceable in accordance with its terms; (ii) Assignor is the sole owner of the Shares; and (iii) Assignor has good and marketable title to the Shares, free and clear of any liens, claims, encumbrances, security interests, or options. Assignor irrevocably constitutes and appoints J. Christopher Cuneo attorney-in-fact to transfer the said stock on the books of the Company, with full power of substitution in the premises.

The effective date of the transfer of the Shares hereunder is the date set forth below (the "Effective Date"). Assignor agrees to cooperate at all times from and after the Effective Date with respect to transfer of the Shares, and to execute such further deeds, assignments and bills of sale, or other documents as Assignee may reasonably request for the purpose of giving effect to, evidencing or giving notice of the transaction evidenced by this Assignment Separate From Certificate.

This Assignment Separate From Certificate shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee and its respective successors and assigns. This Assignment Separate From Certificate shall be governed by the internal laws of the State of Minnesota.

**IN WITNESS WHEREOF**, Seller has caused this Assignment Separate From Certificate to be executed effective the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**RANDALL L. SEAVER, TRUSTEE OF THE  
BANKRUPTCY ESTATE OF DENNIS E. HECKER**

\_\_\_\_\_  
Randall L. Seaver, Trustee



**EXHIBIT B**

**AFFIDAVIT OF LOST CERTIFICATE**

**STATE OF MINNESOTA** )  
 ) ss.  
**COUNTY OF** \_\_\_\_\_ )

Randall L. Seaver, Trustee of the Bankruptcy Estate of Dennis E. Hecker (the "Affiant"), being first duly sworn, deposes and states as follows:

1. That Affiant is the true, lawful, present and sole owner of Certificate No. 29, issued to Dennis E. Hecker for 5,000 shares of common stock of CarSoup of Minnesota, Inc., a corporation organized under the laws of the State of Minnesota (the "Company"), which the Affiant believes to have been lost, stolen or destroyed.

2. That Affiant has reason to believe that the Certificate has been lost, stolen or destroyed because the Affiant caused a diligent search to be made for the Certificate and the Certificate was nowhere to be found.

3. That Affiant states that the Certificate is not in his possession or subject to his control, and that he has not disposed of the Certificate or the shares represented thereby to any other person or entity, nor given any transfer, power of attorney, order, or other authority of any kind or nature whatsoever to transfer the rights to purchase the shares represented by the Certificate, nor any part or portion thereof.

4. That Affiant agrees that in case the lost, stolen or destroyed Certificate is found or comes into the hands or power of the Affiant or his successors or assigns, the Certificate will be delivered to the Company to be canceled, and further agrees that the Bankruptcy Estate of Dennis E. Hecker or its successors or assigns will at all times indemnify and hold harmless the Company and its officers, directors, employees, agents, successors, and assigns from and against any and all liabilities, losses, damages, costs, charges, attorneys' fees, and other expenses of every nature and character by reason of said lost, stolen or destroyed Certificate.

5. That Affiant further states that this statement is made under oath in order to induce the Company to redeem the shares represented by the Certificate.

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Name: Randall L. Seaver, Trustee of the  
Bankruptcy Estate of Dennis E. Hecker

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In re:

BKY No.: 09-50779

Dennis E. Hecker,

Chapter 7

Debtor.

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**UNSWORN CERTIFICATE OF SERVICE**

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I hereby certify that on May 19, 2011, I caused the following documents:

***Notice of Hearing and Motion for an Order Authorizing Sale of Assets Free and  
Clear of Liens and Order (proposed)***

to be filed electronically with the Clerk of Court through ECF, and that the above documents will be delivered by automatic e-mail notification pursuant to ECF and this constitutes service or notice pursuant to Local Rule 9006-1(a).

I further certify that I caused a copy of the foregoing documents to be mailed by first class mail, postage paid, to the following:

SEE ATTACHED SERVICE LIST

/e/ Stephanie Wood

Dated: May 19, 2011

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Stephanie Wood  
100 South Fifth Street, Suite 2500  
Minneapolis, MN 55402  
(612) 332-1030

UNITED STATES RENT A CAR  
4744 PARADISE ROAD  
LAS VEGAS, NV 89121

ACE INSURANCE COMPANY  
P.O. BOX 294836  
CLEVELAND OH 44101

ALDRIDGE, DAN  
1600 KENWOOD PKWY.  
MINNEAPOLIS MN 55405

ALLEN EIDE  
3221 32ND AVENUE SOUTH  
SUITE 900  
GRAND FORKS ND 58201

AMERICAN BANK  
1060 DAKOTA DRIVE  
MENDOTA HEIGHTS MN 55120

AMERICAN EXPRESS  
P. O. BOX 0001  
LOS ANGELES CA 90096

AMERICAN NAT'L BANK OF MN  
7638 WOIDA RD  
BAXTER MN 56425

ANCHOR BANK  
1570 CONCORDIA AVE  
SAINT PAUL MN 55104

ANCHOR BANK  
P.O. BOX 7933  
MADISON WI 53707

AV CARD/OASIS  
164 LAKE FRONT DR  
COCKEYSVILLE MD 21030

AXIS CAPITAL, INC.  
308 N LOCUST ST  
PO BOX 2555  
GRAND ISLAND NE 68802

AXLE CAPITAL, LLC / SAGECREST  
3 PICKWICK PLAZA  
GREENWICH CT 06830

AMERICAN BANK  
1578 UNIVERSITY AVENUE W  
SAINT PAUL, MN 55104

AMERICAN EXPRESS BANK FSB  
C/O BECKET AND LEE LLP  
PO BOX 3001  
MALVERN PA 19355-0701

BARBARA LYNN CUTTER  
10175 SPRING MTN. ROAD, #1151  
LAS VEGAS, NV 89117

BAYPORT MARINA ASSOCIATION  
200 5TH STREET  
BAYPORT MN 55003

BELISLE, WAYNE  
1843 EAGLE RIDGE DR  
SAINT PAUL MN 55118

BELLAGIO  
3600 LAS VEGAS BLVD  
LAS VEGAS NV 89109

BREICH, WALTER  
13670 -- 122ND STREET  
NORWOOD YOUNG AMERICA MN  
55368

BREMER BANK  
633 SOUTH CONCORD STREET,  
SUITE 350  
SOUTH ST. PAUL MN 55075

BRIGGS & MORGAN PA  
2200 IDS CENTER  
80 SOUTH EIGHTH STREET  
MINNEAPOLIS MN 55402

C AND C BOAT WORKS  
36448 CTY RD 66  
CROSSLAKE MN 56442

CA BOARD OF EQUALIZATION  
PO BOX 942879  
SACRAMENTO CA 94279-7072

CA DEPT OF MOTOR VEHICLES  
PO BOX 942869  
SACRAMENTO CA 94269-0001

CARLTON FINANCIAL  
CORPORATION  
PO BOX 580  
WAYZATA, MN 55391-0580

CENTER POINT ENERGY  
P.O. BOX 1144  
MINNEAPOLIS MN 55440

CESSNA AIRCRAFT COMPANY  
P.O. BOX 12270  
WICHITA KS 67277

CHRYSLER FINANCIAL  
CIMS 740-01-19  
6400 S FIDDLERS GREEN CIR.,  
STE. 700  
ENGLEWOOD CO 80111-4979

CITY OF ASPEN  
130 S. GALENA ST.  
ASPEN CO 81611

CITY OF BAYPORT  
294 N. 3RD STREET  
BAYPORT MN 55003

CITY OF MEDINA  
2052 CO RD 24  
HAMEL MN 55340

COMMUNITY NATIONAL BANK  
845 EAST COUNTY ROAD E  
VADNAIS HEIGHTS MN 55127

D&H DOCKS  
23624 SMILEY ROAD  
NISSWA, MN 56468

COOPERATIVE POWER  
P.O. BOX 69  
TWO HARBORS MN 55616

CORNERSTONE BANK  
2280 45<sup>TH</sup> STREET SOUTH  
FARGO, ND 58104

CROSSLAKE PROPERTY  
SOLUTIONS  
P.O. BOX 810  
CROSSLAKE MN 56442

CROW WING COUNTY  
TREASURER  
JUDICIAL CENTER  
213 LAUREL ST  
BRainerd MN 56401

DEERWOOD BANK  
611 WASHINGTON STREET NE  
BRainerd MN 56401-3377

DON GILBERT  
1700 PHEASANT RUN  
HUDSON WI 54016

DONALD M HALSTEAD III  
15626 SUNSET WAY  
BRainerd MN 56401

ELIZABETH A JOHNSON  
PO BOX 624  
PINE RIVER MN 56474

ENCORE BANK  
3003 TAMiami TRAIL NORTH, #100  
NAPLES FL 34103

EXXONMOBILE OIL  
CORPORATION  
ATTN JENNIFER FRASER  
120 MCDONALD STREET SUITE B  
SAINT JOHN NB CANADA E2J 1M5

FAMILY HOLDINGS OF MN LLC  
11614 ECHO BAY DRIVE  
CROSSLAKE MN 56442

FIFTH THIRD BANK  
C/O RICHARD J. SWIFT, JR.  
GARLICK STETLER & SKRIVIAN  
9115 CORSEA DE FONTANA WAY,  
#100  
NAPLES FL 34109

GE CAPITAL  
1415 WEST 22ND STREET, #600  
OAKBROOK IL 60523

GE CAPITAL, FLEET SERVICES  
3 CAPITAL DRIVE  
EDEN PRAIRIE MN 55344

GELCO CORPORATION  
THREE CAPITAL DRIVE  
ATTN: GENERAL COUNSEL  
EDEN PRAIRIE MN 55344

GEMB LENDING INC  
2995 RED HILL AVE STE 250  
COSTA MESA CA 92626

GEMB LENDING, INC.  
P.O. BOX 57091  
IRVINE CA 92619

GMAC MORTGAGE  
1100 VIRGINIA DRIVE  
FORT WASHINGTON, PA 19034

GMAC MORTGAGE  
P.O. BOX 4622  
WATERLOO IA 50704

GMAC, LLC  
15303 94TH AVENUE  
ORLAND PARK IL 60462

GWYN M DOENZ  
10600 COUNTRY DRIVE  
PINE CITY MN 55063

HECKER, SANDRA  
13755 - 84TH PL N  
MAPLE GROVE MN 55369

HENNEPIN COUNTY TREASURER  
300 S SIXTH ST  
A600 GOVERNMENT CNT  
MINNEAPOLIS MN 55487

HOLY CROSS ENERGY  
3799 HWY 82  
GLENWOOD SPRINGS CO 81602

HOME FEDERAL SAVINGS BANK  
1016 CIVIC CENTER DR NW  
STE 300  
ROCHESTER MN 55903

HSBC BANK NEVADA NA  
BASS & ASSOCIATES, PC  
3936 E FT LOWELL RD, STE 200  
TUCSON AZ 85712

HYUNDAI MOTOR AMERICA  
10550 TALBERT AVE  
MOUNTAIN VALLEY CA 92708

INTER BANK  
P.O. BOX 986  
NEWARK NJ 07184

IRS  
DEPARTMENT OF TREASURY  
OGDEN UT 84201

JASON S. COLBAUGH  
1914 OAK STREET  
BRAINERD MN 56401-3811

JC BROMAC  
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KAPLAN STRANGIS & KAPLAN PA  
5500 WELLS FARGO CENTER  
90 SOUTH 7TH STREET  
MINNEAPOLIS MN 55402

KSTP-FM LLC  
3415 UNIVERSITY AVE  
SAINT PAUL MN 55114

MICHAEL B. LUBIC  
10100 SANTA MONICA BLVD, 7<sup>TH</sup> FL.  
LOS ANGELES, CA 90067

MARC D. KOHL  
39101 DARLING LANE  
HINCKLEY MN 55037

MARSHALL BANK FIRST  
225 SOUTH SIXTH STREET, SUITE  
2900  
MINNEAPOLIS MN 55402

MIKDEN PROPERTIES  
7002 6TH STREET NORTH  
OAKDALE MN 55128

INTERBANK EDINA  
3400 WEST 66TH STREET, SUITE  
100  
EDINA MN 55435

JACOB HOLDINGS OF MEDINA,  
LLC  
500 FORD RD  
MINNEAPOLIS MN 55426

JAVAN CARL  
13942 GRAND OAKS DR  
BAXTER MN 56425

JOHN J. SORCI TRUST  
2300 EAST VALLEY COURT  
SAN JOSE CA 95148

KELLY K. HECKER  
13905 - 53RD AVE N. APT. 1  
PLYMOUTH MN 55446

LAKE BANK, N.A., THE  
613 FIRST AVENUE  
TWO HARBORS MN 55616

M&I BANK  
770 N. WATER STREET  
MILWAUKEE WI 53202

MARC E TRESSLER  
147C W. 116<sup>TH</sup> AVE, APT. 17  
DENVER CO 80234-2853

MCENROE, CATHERINE  
LEONARD STREET & DEINARD  
150 S FIFTH ST STE 2300  
MINNEAPOLIS MN 55402

MINNESOTA DEPT. OF REVENUE  
MAIL STATION 7701  
SAINT PAUL MN 55146-7701

INTERNAL REVENUE SERVICE  
SPECIAL PROCEDURES BRANCH  
389 US COURTHOUSE 316 N  
ROBERT  
ST. PAUL MN 55101

JACOB PROPERTIES OF ASPEN,  
LLC  
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MINNEAPOLIS MN 55426

JAVIER ESQUIVEL  
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JP MORGAN CHASE BANK, N.A.  
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14141 GLENDALE ROAD  
SAVAGE MN 55378

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MINNEAPOLIS MN 55401

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GRAND FORKS ND 58201

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BACKUS MN 56435

MINNESOTA DEPT. OF REVENUE  
PO BOX 64649  
SAINT PAUL MN 55164-0649

MN DEPT OF PUBLIC SAFETY  
DRIVER & VEHICLE SERVICES  
445 MINNESOTA ST  
SAINT PAUL MN 55101-5160

NATHAN THIEMAN  
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PINE CITY MN 55063

NEIMAN MARCUS  
P.O. BOX 5235  
CAROL STREAM IL 60197

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LAS VEGAS NV 89131

NIEDERNHOEFER, MANFRED  
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P.O. BOX 41  
MAPLE PLAIN MN 55359

NORTHMARQ CAPITAL  
3500 AMERICAN BLVD WEST,  
SUITE 500  
BLOOMINGTON MN 55431

NORTHRIDGE FARM  
ASSOCIATION  
P.O. BOX 767  
WAYZATA MN 55391

NORTHWOODS BANK  
PO BOX 112  
PARK RAPIDS MN 56470

OLD REPUBLIC SURETY  
1503 - 42ND ST  
STE 100  
DES MOINES IA 50305

PRALLE, GARY  
3625 PINE HOLLOW PL  
STILLWATER MN 55082

PREMIER AQUARIUM  
6340 IRVING AVE S.  
RICHFIELD MN 55423

PREMIER BANKS  
1875 W. HIGHWAY 36  
ROSEVILLE MN 55113

PRESS A DENT INC  
1154 S HIGH ST  
DENVER CO 80210

PRINDLE, DECKER & AMARO, LLP  
310 GOLDER SHORE - 4TH FLOOR  
LONG BEACH CA 90802

PROFESSIONAL SERVICE  
BUREAU  
11110 INDUSTRIAL CIRCLE NW  
STE B  
ELK RIVER MN 55330-0331

MICHAEL W. MALTER  
BINDER & MALTER LLP  
2775 PARK AVENUE  
SANTA CLARA, CA 95050

R. OLSON / WATERFORD  
PROPERTIES  
73 N. BROADWAY  
FARGO ND 58102

RANDY'S SANITATION  
P.O. BOX 169  
DELANO MN 55328

RIVERLAND BANCORPORATION  
700 SEVILLE DRIVE  
JORDAN MN 55352

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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In re:

BKY No. 09-50779

Dennis E. Hecker,

Chapter 7

Debtor.

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**ORDER AUTHORIZING SALE OF ASSETS**

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This case is before the court on the motion of Randall L. Seaver, trustee, seeking an order authorizing the trustee to enter into a stock purchase agreement with respect to debtor's 5,000 shares of stock in CarSoup of Minnesota, Inc.

Based on the motion and the file,

IT IS ORDERED:

- A. The trustee is authorized to enter into the stock purchase agreement.
- B. The property and rights sold shall be free and clear of any interest in such property pursuant to 11 U.S.C. §363(b) and (f) with such interests, if any, attaching to the proceeds of sale with the same priority, dignity and effect as such interests existed pre-petition.
- C. The proceeds shall be deposited in the trustee's account and held subject to further order of the court.
- D. Notwithstanding Fed. R. Bankr. P. 6004(g), this order is effective immediately.